

Judge Benjamin H. Settle

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UNITED STATES OF AMERICA,

Plaintiff,

v.

BRANDON RONALD COLLADO,

Defendant.

NO. CR23-5000BHS

PLEA AGREEMENT

The United States, through United States Attorney Nicholas W. Brown and Assistant United States Attorney Marci L. Ellsworth of the Western District of Washington and Brandon Ronald Collado and Collado's attorney Heather Carroll enter into the following Plea Agreement, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(A).

1. **The Charge.** Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enters a plea of guilty to the following charge contained in the Indictment:

1 a. Attempted Burglary of a Federally Insured Credit Union, as charged
2 in Count 2, in violation of Title 18, United States Code, Section 2113(a) and 2.

3 By entering a plea of guilty, Defendant hereby waives all objections to the form of
4 the charging document. Defendant further understands that before entering any guilty
5 plea, Defendant will be placed under oath. Any statement given by Defendant under oath
6 may be used by the United States in a prosecution for perjury or false statement.

7 2. **Elements of the Offense.** The elements of the offense to which Defendant
8 is pleading guilty are as follows:

9 a. The elements of Attempted Burglary of a Federally Insured Credit
10 Union, as charged in Count 2, are as follows:

11 First, the defendant entered or attempted to enter a federally insured credit
12 union,

13 Second, the defendant entered or attempted to enter the federally insured
14 credit union with the intent to commit a felony affecting such credit union or a larceny,
15 and

16 Third, at the time the defendant entered or attempted to enter the federally
17 insured credit union, the deposits of the credit union were insured by the National Credit
18 Union Administration.

19 3. **The Penalties.** Defendant understands that the statutory penalties
20 applicable to the offense to which Defendant is pleading guilty are as follows:

21 a. For the offense of Burglary of a Federally Insured Credit Union, as
22 charged in Count 2: A maximum term of imprisonment of up to 20 years, a fine of up to
23 \$250,000.00, a period of supervision following release from prison of up to three years,
24 and a mandatory special assessment of \$100.00 dollars. If a probationary sentence is
25 imposed, the probation period can be for up to five years.

26 Defendant understands that supervised release is a period of time following
27 imprisonment during which Defendant will be subject to certain restrictive conditions and

1 requirements. Defendant further understands that, if supervised release is imposed and
2 Defendant violates one or more of the conditions or requirements, Defendant could be
3 returned to prison for all or part of the term of supervised release that was originally
4 imposed. This could result in Defendant serving a total term of imprisonment greater than
5 the statutory maximum stated above.

6 Defendant understands that as a part of any sentence, in addition to any term of
7 imprisonment and/or fine that is imposed, the Court may order Defendant to pay
8 restitution to any victim of the offense, as required by law.

9 Defendant further understands that the consequences of pleading guilty may
10 include the forfeiture of certain property, either as a part of the sentence imposed by the
11 Court, or as a result of civil judicial or administrative process.

12 Defendant agrees that any monetary penalty the Court imposes, including the
13 special assessment, fine, costs, or restitution, is due and payable immediately and further
14 agrees to submit a completed Financial Disclosure Statement as requested by the United
15 States Attorney's Office.

16 Defendant understands that, if pleading guilty to a felony drug offense, Defendant
17 will become ineligible for certain food stamp and Social Security benefits as directed by
18 Title 21, United States Code, Section 862a.

19 **4. Immigration Consequences.** Defendant recognizes that pleading guilty
20 may have consequences with respect to Defendant's immigration status if Defendant is
21 not a citizen of the United States. Under federal law, a broad range of crimes are grounds
22 for removal, and some offenses make removal from the United States presumptively
23 mandatory. Removal and other immigration consequences are the subject of a separate
24 proceeding, and Defendant understands that no one, including Defendant's attorney and
25 the Court, can predict with certainty the effect of a guilty plea on immigration status.
26 Defendant nevertheless affirms that Defendant wants to plead guilty regardless of any
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1 immigration consequences that Defendant's guilty plea may entail, even if the
2 consequence is Defendant's mandatory removal from the United States.

3 **5. Rights Waived by Pleading Guilty.** Defendant understands that by
4 pleading guilty, Defendant knowingly and voluntarily waives the following rights:

- 5 a. The right to plead not guilty and to persist in a plea of not guilty;
- 6 b. The right to a speedy and public trial before a jury of Defendant's
7 peers;
- 8 c. The right to the effective assistance of counsel at trial, including, if
9 Defendant could not afford an attorney, the right to have the Court appoint one for
10 Defendant;
- 11 d. The right to be presumed innocent until guilt has been established
12 beyond a reasonable doubt at trial;
- 13 e. The right to confront and cross-examine witnesses against Defendant
14 at trial;
- 15 f. The right to compel or subpoena witnesses to appear on Defendant's
16 behalf at trial;
- 17 g. The right to testify or to remain silent at trial, at which trial such
18 silence could not be used against Defendant; and
- 19 h. The right to appeal a finding of guilt or any pretrial rulings.

20 **6. United States Sentencing Guidelines.** Defendant understands and
21 acknowledges that the Court must consider the sentencing range calculated under the
22 United States Sentencing Guidelines and possible departures under the Sentencing
23 Guidelines together with the other factors set forth in Title 18, United States Code,
24 Section 3553(a), including: (1) the nature and circumstances of the offense; (2) the
25 history and characteristics of Defendant; (3) the need for the sentence to reflect the
26 seriousness of the offense, to promote respect for the law, and to provide just punishment
27 for the offense; (4) the need for the sentence to afford adequate deterrence to criminal

conduct; (5) the need for the sentence to protect the public from further crimes of Defendant; (6) the need to provide Defendant with educational and vocational training, medical care, or other correctional treatment in the most effective manner; (7) the kinds of sentences available; (8) the need to provide restitution to victims; and (9) the need to avoid unwarranted sentence disparity among defendants involved in similar conduct who have similar records. Accordingly, Defendant understands and acknowledges that:

a. The Court will determine Defendant's Sentencing Guidelines range at the time of sentencing;

b. After consideration of the Sentencing Guidelines and the factors in 18 U.S.C. 3553(a), the Court may impose any sentence authorized by law, up to the maximum term authorized by law;

c. The Court is not bound by any recommendation regarding the sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Department, or by any stipulations or agreements between the parties in this Plea Agreement; and

d. Defendant may not withdraw a guilty plea solely because of the sentence imposed by the Court.

7. Ultimate Sentence. Defendant acknowledges that no one has promised or guaranteed what sentence the Court will impose.

8. Statement of Facts. The parties agree on the following facts. Defendant admits Defendant is guilty of the charged offense:

a. At just before 6:00AM on October 24, 2022, Tumwater Fire Department (TFD) personnel responded to a fire alarm activation at the OBee Credit Union located at 3900 Cleveland Ave SE, Tumwater, WA. After suppressing flames coming from the top of an ATM embedded in the exterior wall of the building, firefighters noticed other damage to the building which prompted them to call Tumwater Police to investigate a possible break-in attempt. Responding officers observed damage to

1 the ATM, the bank deposit box (also embedded in the exterior wall of the building), the
2 drive-thru teller window, and an exterior door. The damage included char and pry marks
3 and was consistent with someone attempting to access valuables inside the ATM and
4 night deposit box and attempting to enter the credit union. OBee Credit Union, which is
5 federally insured by the National Credit Union Administration, had to close temporarily.
6 The initial damage estimate to the building was more than \$100,000.00.

7 b. Through reviewing surveillance footage from several external
8 cameras and other investigative reports, law enforcement identified Defendant as one of
9 the two suspects who attempted to break in to the OBee Credit Union during the early
10 morning hours of October 24, 2022. The credit union's surveillance footage showed that
11 Defendant and his co-defendant spent over four hours using a variety of tools to attempt
12 the break-in, and that on at least two occasions during that four-hour span they left the
13 credit union and returned with additional tools.

14 c. Defendant admits that he attempted to break into the OBee Credit
15 Union with the intent to steal cash and/or other monetary instruments. The final cost to
16 repair the damage to the OBee Credit Union building is \$198,018.85.

17 The parties agree that the Court may consider additional facts contained in the
18 Presentence Report (subject to standard objections by the parties) and/or that may be
19 presented by the United States or Defendant at the time of sentencing, and that the factual
20 statement contained herein is not intended to limit the facts that the parties may present to
21 the Court at the time of sentencing.

22 **9. Sentencing Factors.** The parties agree that the following Sentencing
23 Guidelines provisions apply to this case:

24 a. A base offense level of 12, pursuant to USSG §2B2.1(a)(2), because
25 the offense involved the attempted burglary of a structure other than a residence; and

26 b. A three-level enhancement, pursuant to USSG §2B2.1(b)(2)(D),
27 because the loss exceeded \$95,000.00.

1 The parties agree they are free to present arguments regarding the applicability of
 2 all other provisions of the United States Sentencing Guidelines. Defendant understands,
 3 however, that at the time of sentencing, the Court is free to reject these stipulated
 4 adjustments, and is further free to apply additional downward or upward adjustments in
 5 determining Defendant's Sentencing Guidelines range.

6 **10. Acceptance of Responsibility.** At sentencing, *if* the Court concludes
 7 Defendant qualifies for a downward adjustment for acceptance of responsibility pursuant
 8 to USSG § 3E1.1(a) and Defendant's offense level is 16 or greater, the United States will
 9 make the motion necessary to permit the Court to decrease the total offense level by three
 10 levels pursuant to USSG §§ 3E1.1(a) and (b), because Defendant has assisted the United
 11 States by timely notifying the United States of Defendant's intention to plead guilty,
 12 thereby permitting the United States to avoid preparing for trial and permitting the Court
 13 to allocate its resources efficiently.

14 **11. Agreed Recommendation Regarding Imprisonment.** Pursuant to Federal
 15 Rule of Criminal Procedure 11(c)(1)(B), Defendant agrees to recommend a term of
 16 imprisonment of no fewer than 20 months and the United States agrees to recommend a
 17 term of imprisonment of no more than 33 months. Defendant understands that this
 18 recommendation is not binding on the Court and the Court may reject the
 19 recommendation of the parties and may impose any term of imprisonment up to the
 20 statutory maximum penalty authorized by law. Defendant further understands that
 21 Defendant cannot withdraw a guilty plea simply because of the sentence imposed by the
 22 Court. Except as otherwise provided in this Plea Agreement, the parties are free to
 23 present arguments regarding any other aspect of sentencing.

24 **12. Restitution.** Defendant shall make restitution to OBee Credit Union in the
 25 amount of \$198,018.85, with credit for any amounts already paid.

26 a. The full amount of restitution shall be due and payable immediately
 27 on entry of judgment and shall be paid as quickly as possible. If the Court finds that

1 Defendant is unable to make immediate restitution in full and sets a payment schedule as
2 contemplated in 18 U.S.C. § 3664(f), Defendant agrees that the Court's schedule
3 represents a minimum payment obligation and does not preclude the U.S. Attorney's
4 Office from pursuing any other means by which to satisfy Defendant's full and
5 immediately-enforceable financial obligation, including, but not limited to, by pursuing
6 assets that come to light only after the district court finds that Defendant is unable to
7 make immediate restitution.

8 b. Defendant agrees to disclose all assets in which Defendant has any
9 interest or over which Defendant exercises control, directly or indirectly, including those
10 held by a spouse, nominee, or third party. Defendant agrees to cooperate fully with the
11 United States' investigation identifying all property in which Defendant has an interest
12 and with the United States' lawful efforts to enforce prompt payment of the financial
13 obligations to be imposed in connection with this prosecution. Defendant's cooperation
14 obligations are: (1) before sentencing, and no more than 30 days after executing this Plea
15 Agreement, truthfully and completely executing a Financial Disclosure Statement
16 provided by the United States Attorney's Office and signed under penalty of perjury
17 regarding Defendant's and Defendant's spouse's financial circumstances and producing
18 supporting documentation, including tax returns, as requested; (2) providing updates
19 with any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within
20 seven days of the event giving rise to the changed circumstances; (3) authorizing the
21 United States Attorney's Office to obtain Defendant's credit report before sentencing; (4)
22 providing waivers, consents or releases requested by the U.S. Attorney's Office to access
23 records to verify the financial information; (5) authorizing the U.S. Attorney's Office to
24 inspect and copy all financial documents and information held by the U.S. Probation
25 Office; (6) submitting to an interview regarding Defendant's Financial Statement and
26 supporting documents before sentencing (if requested by the United States Attorney's
27 Office), and fully and truthfully answering questions during such interview; and (7)

1 notifying the United States Attorney's Office before transferring any interest in property
2 owned directly or indirectly by Defendant, including any interest held or owned in any
3 other name, including all forms of business entities and trusts.

4 c. The parties acknowledge that voluntary payment of restitution prior
5 to the adjudication of guilt is a factor the Court considers in determining whether
6 Defendant qualifies for acceptance of responsibility pursuant to USSG § 3E1.1(a). In
7 addition, in any event, the government will consider Defendant's cooperation regarding
8 restitution in making its sentencing recommendation.

9 **13. Forfeiture of Assets.** Defendant understands that the forfeiture of property
10 is part of the sentence that must be imposed in this case. Defendant agrees to forfeit to the
11 United States immediately Defendant's right, title, and interest in any and all property,
12 real or personal, that constituted or was derived from proceeds traceable to his
13 commission of the offense of Attempted Burglary of a Federally Insured Credit Union, as
14 charged in Count 2. All such property is subject to forfeiture, pursuant to Title 18, United
15 States Code, Section 981(a)(1)(C), by way of Title 28, United States Code, Section 2461.

16 Defendant agrees to fully assist the United States in the forfeiture of any such
17 forfeitable property and to take whatever steps are necessary to pass clear title to the
18 United States, including but not limited to: surrendering title and executing any
19 documents necessary to effect forfeiture; assisting in bringing any property located
20 outside the United States within the jurisdiction of the United States; and taking whatever
21 steps are necessary to ensure that property subject to forfeiture is not sold, disbursed,
22 wasted, hidden or otherwise made unavailable for forfeiture.

23 Defendant agrees not to file any claim to this forfeitable property in any federal
24 forfeiture proceeding, administrative or judicial, that may be or has been initiated, or to
25 otherwise contest any federal forfeiture proceeding that may be or has been initiated.
26 Defendant also agrees he will not assist any party who may file a claim to this property in
27 any federal forfeiture proceeding.

1 14. **Abandonment of Contraband.** Defendant also agrees that, if any federal
2 law enforcement agency seized any illegal contraband that was in Defendant's direct or
3 indirect control, Defendant consents to the federal administrative disposition, official use,
4 and/or destruction of that contraband.

5 15. **Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,
6 the United States Attorney's Office for the Western District of Washington agrees not to
7 prosecute Defendant for any additional offenses known to it as of the time of this Plea
8 Agreement based upon evidence in its possession at this time, and that arise out of the
9 conduct giving rise to this investigation and moves to dismiss the remaining counts in the
10 Indictment at the time of sentencing. In this regard, Defendant recognizes the United
11 States has agreed not to prosecute all of the criminal charges the evidence establishes
12 were committed by Defendant solely because of the promises made by Defendant in this
13 Plea Agreement. Defendant agrees, however, that for purposes of preparing the
14 Presentence Report, the United States Attorney's Office will provide the United States
15 Probation Office with evidence of all conduct committed by Defendant.

16 Defendant agrees that any charges to be dismissed before or at the time of
17 sentencing were substantially justified in light of the evidence available to the United
18 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant
19 with a basis for any future claims under the "Hyde Amendment," Pub. L. No. 105-119
20 (1997).

21 16. **Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that, if
22 Defendant breaches this Plea Agreement: (a) the United States may withdraw from this
23 Plea Agreement and Defendant may be prosecuted for all offenses for which the United
24 States has evidence; (b) Defendant will not oppose any steps taken by the United States
25 to nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea
26 Agreement; and (c) Defendant waives any objection to the re-institution of any charges
27 that previously were dismissed or any additional charges that had not been prosecuted.

1 Defendant further understands that if, after the date of this Plea Agreement,
 2 Defendant should engage in illegal conduct, or conduct that violates any conditions of
 3 release or the conditions of confinement (examples of which include, but are not limited
 4 to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while
 5 pending sentencing, and false statements to law enforcement agents, the Pretrial Services
 6 Officer, Probation Officer, or Court), the United States is free under this Plea Agreement
 7 to file additional charges against Defendant or to seek a sentence that takes such conduct
 8 into consideration by requesting the Court to apply additional adjustments or
 9 enhancements in its Sentencing Guidelines calculations in order to increase the applicable
 10 advisory Guidelines range, and/or by seeking an upward departure or variance from the
 11 calculated advisory Guidelines range. Under these circumstances, the United States is
 12 free to seek such adjustments, enhancements, departures, and/or variances even if
 13 otherwise precluded by the terms of the Plea Agreement.

14 **17. Waiver of Appellate Rights and Rights to Collateral Attacks.** Defendant
 15 acknowledges that, by entering the guilty plea(s) required by this Plea Agreement,
 16 Defendant waives all rights to appeal from Defendant's conviction, and any pretrial
 17 rulings of the Court, and any rulings of the Court made prior to entry of the judgment of
 18 conviction. Defendant further agrees that, provided the Court imposes a custodial
 19 sentence that is within or below the Sentencing Guidelines range (or the statutory
 20 mandatory minimum, if greater than the Guidelines range) as determined by the Court at
 21 the time of sentencing, Defendant waives to the full extent of the law:

22 a. Any right conferred by Title 18, United States Code, Section 3742,
 23 to challenge, on direct appeal, the sentence imposed by the Court, including any fine,
 24 restitution order, probation or supervised release conditions, or forfeiture order (if
 25 applicable); and
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1 b. Any right to bring a collateral attack against the conviction and
2 sentence, including any restitution order imposed, except as it may relate to the
3 effectiveness of legal representation.

4 This waiver does not preclude Defendant from bringing an appropriate motion
5 pursuant to 28 U.S.C. § 2241, to address the conditions of Defendant's confinement or
6 the decisions of the Bureau of Prisons regarding the execution of Defendant's sentence.

7 If Defendant breaches this Plea Agreement at any time by appealing or collaterally
8 attacking (except as to effectiveness of legal representation) the conviction or sentence in
9 any way, the United States may prosecute Defendant for any counts, including those with
10 mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea
11 Agreement.

12 **18. Voluntariness of Plea.** Defendant agrees that Defendant has entered into
13 this Plea Agreement freely and voluntarily, and that no threats or promises were made to
14 induce Defendant to enter a plea of guilty other than the promises contained in this Plea
15 Agreement or set forth on the record at the change of plea hearing in this matter.

16 **19. Statute of Limitations.** In the event this Plea Agreement is not accepted by
17 the Court for any reason, or Defendant breaches any of the terms of this Plea Agreement,
18 the statute of limitations shall be deemed to have been tolled from the date of the Plea
19 Agreement to: (1) thirty (30) days following the date of non-acceptance of the Plea
20 Agreement by the Court; or (2) thirty (30) days following the date on which a breach of
21 the Plea Agreement by Defendant is discovered by the United States Attorney's Office.

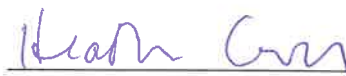
22 **20. Completeness of Plea Agreement.** The United States and Defendant
23 acknowledge that these terms constitute the entire Plea Agreement between the parties,
24 except as may be set forth on the record at the change of plea hearing in this matter. This
25 Plea Agreement binds only the United States Attorney's Office for the Western District
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1 of Washington. It does not bind any other United States Attorney's Office or any other
2 office or agency of the United States, or any state or local prosecutor.

3 Dated this 7th day of June, 2023.

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5 BRANDON RONALD COLLADO
6 Defendant

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8 HEATHER CARROLL
9 Attorney for Defendant

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11 SARAH Y. VOGEL
12 for Assistant United States Attorney

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14 MARCI L. ELLSWORTH
15 Assistant United States Attorney
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